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12 Attorneys for Defendants
13 KNIGHT TRANSPORTATION, INC. and
KNIGHT TRUCK AND TRAILER SALES, LLC

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16

17 PATRICK LACROSS, ROBERT
18 LIRA and MATTHEW LOFTON, on
behalf of themselves and all other
19 similarly situated,

20 Plaintiffs,

21 v.

22 KNIGHT TRANSPORTATION, INC.,
an Arizona Corporation; KNIGHT
23 TRUCK and TRAILER SALES, LLC,
an Arizona Limited Liability Company;
24 and DOES 1 through 100, inclusive,

25 Defendants.
26

Case No.

**DECLARATION OF KEVIN
QUAST IN SUPPORT OF
DEFENDANTS KNIGHT
TRANSPORTATION AND
KNIGHT TRUCK AND TRAILER
SALES' NOTICE OF REMOVAL
OF CIVIL ACTION TO FEDERAL
COURT**

[28 U.S.C. §§ 1332, 1441 & 1446]

Complaint Filed: March 3, 2014

27 **DECLARATION OF KEVIN QUAST**

28 I, Kevin Quast, do hereby declare and state as follows:

1 1. I am currently employed by Defendant Knight Transportation, Inc.
2 ("Knight Transportation") as its Chief Operations Officer ("COO") in Phoenix,
3 Arizona. As Knight Transportation owns Defendant Knight Truck and Trailer Sales,
4 LLC ("Knight Sales"), my responsibilities also include overseeing the operations of
5 Knight Sales. In this capacity, I have personal knowledge of the facts set forth in this
6 declaration, or I have knowledge of such facts based on my review of the business
7 records and files of Knight Transportation and Knight Sales (collectively,
8 "Defendants"). If called as a witness, I could and would testify competently to such
9 facts contained herein.

10 2. Knight Transportation was at the time this action was commenced in
11 state court, and still is, a corporation incorporated under the laws of the State of
12 Arizona. Knight Transportation's corporate offices and headquarters, which house the
13 Company's executive and administrative functions, are located in Arizona.

14 3. At the time the present action was commenced in state court, Knight
15 Sales was, and still is, a limited liability company organized under the laws of
16 Arizona. In addition, Knight Sales' principal place of business is in Phoenix, Arizona.
17 This is where Knight Sales has its headquarters, which houses its executive and
18 administrative functions.

19 4. Based on my review of records that have been maintained in the ordinary
20 course of business, Knight Transportation had Independent Contractor Operating
21 Agreements with 116 California-based contractor drivers in 2010, 135 California-
22 based contractor drivers in 2011, 118 California-based contractor drivers in 2012, and
23 188 California-based contractor drivers in 2013, which amounts to 557 California-
24 based contractor drivers over the last four years. Approximately 80% of these
25 independent contractors purchased and/or leased their tractors through Knight Sales,
26 with the other 20% purchasing and/or leasing their tractors from companies that are
27 not affiliated with either Knight Sales or Knight Transportation. Based on my
28 knowledge of the trucking industry as COO of Knight Sales, and those who compete

1 with Knight Sales, I would estimate that the contractor drivers who purchased and/or
2 leased their equipment through companies other than Knight Sales did so on terms
3 that are approximately the same as Knight Sales' terms.

4 5. Based on Knight Sales' records of the three Plaintiffs, maintained in the
5 normal course of business, Plaintiff Patrick LaCross had the following weekly
6 payments in connection with the lease/purchase of his tractor: (1) \$375 for the lease;
7 (2) \$52 for physical damage insurance; (3) \$37 for occupational accident insurance;
8 and (4) \$9 for bobtail insurance (when tractor is not hauling goods), amounting to
9 weekly payments of \$473. Based on the same records, Plaintiff Robert Lira had the
10 following weekly payments in connection with the lease/purchase of his tractor: (1)
11 \$330 for the lease; (2) \$34 for physical damage insurance; (3) \$37 for occupational
12 accident insurance; and (4) \$9 for bobtail insurance, amounting to weekly payments of
13 \$410. Similarly, the same records show that Plaintiff Matthew Lofton had the
14 following weekly payments in connection with the lease/purchase of his tractor: (1)
15 \$360 for the lease; (2) \$60 for physical damage insurance; (3) \$37 for occupational
16 accident insurance; and (4) \$9 for bobtail insurance, amounting to weekly payments of
17 \$466. Taking the average of the three Plaintiffs, they paid approximately \$450 per
18 week for lease-related costs.

19 6. Every week an independent contractor working for Knight Transportation
20 receives a "settlement" sheet that details how much the contractor is being paid, and
21 what expenses are being deducted, which records are also maintained in the normal
22 course of business. I have reviewed the settlement records of the three Plaintiffs,
23 which show: Plaintiff LaCross paid a total of \$23,585 for fuel over a period of 18
24 weeks, or \$1,310 a week; Plaintiff Lira paid a total of \$40,856 for fuel over a period of
25 58 weeks, or \$704 a week; Plaintiff Lofton paid a total of \$106,385 for fuel over a
26 period of 76 weeks, or \$1,400 a week. Thus, on average, Plaintiffs paid \$1,138 per
27 week for fuel when they worked as independent contractors for Knight Transportation.

28 Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury, under

1 week for fuel when they worked as independent contractors for Knight Transportation.

2 Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury, under
3 the laws of the United States, that the foregoing is true and correct, and that this
4 declaration was executed on April 17, 2014, at Phoenix, Arizona.

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8 KEVIN QUAST

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